

**Month to Month Agreement****Landlord & Tenant****Owner's Name:****LLN REALTY LLC****Renter's Name(s):****25-16 37th Ave Owners LLC**

Contact Person for 25-16 37th Ave Owners LLC : Shahn Andersen Phone #: (917-627-6454)

**Address For Notices:****36-42 Crescent St. Astoria, NY 11106****Renter's Present Address:****38 West 32nd St. Suite 1600 New York, NY 10001****Address of Premises to be Rented:****36-42 Crescent St. Astoria, NY 11106 Apt.1 (Middle Floor)**

<b>Unit #:</b> 1 (Middle Floor)	<b>*Monthly Market Rent:</b> \$ <u>3,000.00</u>
<b>*Preferential Rent Paid:</b> \$ <u>3,000.00</u>	<b>*Monthly Rent Paid:</b> \$ <u>3,000.00</u>

**Date:** 11/21/2018**Yearly Rent:** \$ 36,000.00

**\*Lease Start:** 11/21/2018 (Rent will be prorated to \$1,000.00 from 11/21/18-11/30/18. Full rent of \$3,000.00 will commence on the first of the month starting on 12/01/18.

**Monthly Rent:** \$ 3,000.00**Security Rent:** \$ 6,000.00**(2 months security)****TERMS:**

1. There is no subletting allowed.
2. The premises are to be used as an apartment only.
3. Rent is due the first (1<sup>st</sup>) of the month in full, no later than the fifth (5<sup>th</sup>) of each month.
  - a. **FEES FOR LATE PAYMENT:** Tenant agrees to pay 5% of the rent in the sum of \$ 150.00 per month in any month in which the rent is tendered after the late payment date, as added rent.
  - b. **DISHONORED CHECK FEE:** If tenant pays rent by check and such check is dishonored for any reason by the bank on which the check is drawn, tenant will be responsible to pay landlord a dishonored check fee of \$45.00, in addition to the late payment.
4. The premises are to be used by no more than (                    ) people.
  - a.
  - 
  - 
  -

Any additional person must pay an additional three hundred and fifty dollars (\$350.00) per month. Subject to the provisions of the agreement, apart from the tenant, no other persons will live in the premises without the prior written permission of the landlord. If landlord, with written consent, allows for additional persons to occupy the premises, the rent shall be increased by \$350.00 for each person. Any person staying 14 days cumulative or longer, **WITHOUT** the **LANDLORD'S WRITTEN CONSENT**, shall be considered occupying the premises in violation of this agreement.

Ap + #1

**Month to Month Agreement**

**Landlord & Tenant**

No house sitters of any kind.

No guest of tenants may occupy the premises for longer than one week without prior written consent of landlord.

5. Tenant shall provide a security deposit rent equal to two-months rent prior to moving in. The deposit shall be held in a non-interest bearing account and returned at the end of the tenancy, minus any deductions for damages, if any. Security is not to be used as rent. It will be returned to 25-16 37th Ave Owners LLC when the tenant vacates the rental space with a Thirty (30) day notice, in writing.
  - a. The landlord will return the security deposit at the end of this tenancy, less such deductions as provided in this agreement but no deduction will be made for damage due to reasonable wear and tear nor for any deduction prohibited by the act.
  - b. During the term of this agreement or after its termination, the landlord may charge the tenant or make deductions from the security deposit for any or all of the following:
    - \* repair of walls due to plugs, large nails or any unreasonable number of holes in the walls including the repainting of such damaged walls
    - \* repairing cuts, burns or water damage to tile, linoleum, rugs and other areas
    - \* repainting required repairing the results of any improper use or excessive damage by the tenant
    - \* repairs and replacement required where windows are left open which have caused plumbing to freeze, or rain, or water damage to floors or walls
    - \* replacing damaged or missing doors, windows, screens, mirrors or light fixtures
    - \* any other repairs or cleaning due to any damage beyond normal wear and tear caused or permitted by tenant or by any person whom the tenant is responsible for
    - \* unplugging toilets, sinks and drains
    - \* the cost of extermination where the tenant or tenant's guest have brought or allowed insects into the building
    - \* any other purpose allowed under this agreement or act

For the purpose of this clause, the landlord may charge the tenant for professional cleaning and repairs if the tenant has not made alternate arrangements with the landlord.
6. No pets, No smoking in unit. No antennas will be installed on any part of the building. No washing machines or dryers allowed in said premises.
7. The tenant is required to notify the landlord Thirty (30) days in advance by registered mail of his/her intention to vacate the premises. Failure to notify the landlord **FORFEITS** security deposit.
8. Tenant agrees to pay all legal expenses if an action is brought against tenant(s) for non-payment of rent.

Apt. #1

**Month to Month Agreement****Landlord & Tenant**

9. The tenant is responsible for the well being of the property. Any item broken is the responsibility of the tenant to repair and/or replace such item.
10. **NOTICE:** Yard or parking is not included in the rental. Do not block driveway.
11. Tenant shall be responsible for the cleaning of sidewalk, removal of snow and all debris. Tenant must clean at least 18" into the street in accordance with the provisions of the New York City Sanitation Department. All sanitation violations received for failure to do so will be the obligation of the tenant. Tenant agrees to maintain a clean apartment at all times.
12. Tenant agrees to have and maintain renters insurance throughout their tenancy in said premises. Landlord is to be named in insurance as a co-beneficiary.
13. Tenant must allow the landlord or his/her agent access to the demised premises in the event that repairs or work must be performed. Landlord also reserves the right to inspect the premises as well as the installation of any and all equipment. Tenant must allow the landlord access to show it to possible buyers, lenders or tenants. Locks may not be changed or additional locks installed without the landlord's consent. Doors must be locked at all times; Windows must be locked when tenant is out. Landlord may place the usual "for rent" or "for sale" signs upon the premises.
14. **Services and Utilities:** Utilities and services furnished to the demised premises for the benefit of the tenant shall be provided and paid for as follows:

<b>Landlord Pays For:</b>	<b>Tenant Pays For:</b>
<ul style="list-style-type: none"> <li>• Cold Water</li> </ul>	<ul style="list-style-type: none"> <li>• Electricity in Tenant's Unit</li> <li>• Gas in Tenant's Unit</li> <li>• Tenant's Refrigeration</li> <li>• Heat/Hot Water</li> </ul>

15. Floors must be covered with either a carpet or a rug in order to protect them. If the floors are damaged in any way, they must be repaired at the tenant's expense.
16. The tenant is responsible to put his/her garbage in the pails next to the building that are provided by the landlord. Boxes must be broken and tied. The law requires having the garbage separated for recycling which will be the tenant's duty to abide the law.
17. Tenant has received the following: rider, lead paint pamphlet and disclosure notice, recycling notice, smoke detector notice, carbon monoxide detector notice.
18. **Noise and disruptive activities:** Tenant or his/her guests and invitees shall not disturb, annoy, endanger or inconvenience other tenants in the building, neighbors, the landlord or his agents or workmen, nor violate any law, commit or permit waste or nuisance in or about the premises.

The landlord covenants that on paying the rent and performing the covenants in this agreement, the tenant will peacefully and quietly have, hold and enjoy the premises for the agreed agreement. This instrument may not be changed orally.

*Ap+ #1*

**Month to Month Agreement**

**Landlord & Tenant**

\*It is agreed upon that 25-16 37th Ave Owners LLC is to restore the apartment to its original condition in order to receive a full security deposit back with a Thirty (30) day notice.

\*This is a month to month agreement starting from the first of each month and ending the last of each month.

~~SA~~ \*When painting the apartment, quality of paint must be Benjamin Moore. Apartment must be professionally cleaned. CL.

I (we) the tenant(s) of the 1st <sub>(Middle Floor)</sub> unit will abide by these rules, regulations and agreements.

Tenant's Signature:

J. C. C.

Date: 11/11/2018

Date:

Date:

Landlord's Signature:

CL

Date: 11/21/2018

OCCUPANTS

RIVERA, LISETTE

RIVERA, GUSELA

RIVERA, RIVERA DAVINEN

RIVERA, CARLOS

RIOS, RIVERA, ANDREW

RIVERA, CARLOS

RIOS ROMERO ALFREDO

RIVER, JUAN SALVADOR

RIVER, STACEY GUADALUPE

CASTILLO, MOZO

ISABEL, RIVER ALFREDO

RIVERA, SALVADOR

RIVERA, ERIKA

RIVERA LESLEY

RIVER DEGNN JE JR. ALFREDO

RIVER SOCCLYN JENNIFER.

Apt. #1

**Month to Month Agreement****Landlord & Tenant****Owner's Name:**

LLN REALTY LLC

**Renter's Name(s):**

25-16 37th Ave Owners LLC

Contact Person for 25-16 37th Ave Owners LLC : Shahn Andersen Phone #: (917-627-6454)

**Address For Notices:**

36-42 Crescent St. Astoria, NY 11106

**Renter's Present Address:**

38 West 32nd St. Suite 1600 New York, NY 10001

**Address of Premises to be Rented:**

36-42 Crescent St. Astoria, NY 11106 Apt.2 (Top Floor)

**Unit #:** 2 (Top Floor) \***Monthly Market Rent:** \$ 3,000.00**\*Preferential Rent Paid:** \$ 3,000.00 \***Monthly Rent Paid:** \$ 3,000.00**Date:** 11/21/2018**Lease Start:** 11/21/2018 (Rent will be prorated to \$1,000.00 from 11/21/18-11/30/18. Full rent of \$3,000.00 will commence on the first of the month starting on 12/01/18.**Yearly Rent:** \$ 36,000.00**Monthly Rent:** \$ 3,000.00**Security Rent:** \$ 6,000.00

(2 months security)

**TERMS:**

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4. The premises are to be used by no more than ( ) people.
  - a. \_\_\_\_\_
  - \_\_\_\_\_
  - \_\_\_\_\_
  - \_\_\_\_\_

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Ap+ #2

**Month to Month Agreement**

**Landlord & Tenant**

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Landlord & Tenant

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\*When painting the apartment, quality paint must be Benjamin Moore. Apartment must be professionally cleaned. CL

I (we) the tenant(s) of the 2nd(top floor)unit will abide by these rules, regulations and agreements.

Tenant's Signature: J. C. S. Date: 11/21/2018  
25-16 37th Ave Owners LLC  
Date:  
Date:

Landlord's Signature: Y. Rivera Date: 11/21/2018

Occupants

RIVERA, LISETTE

RIVERA, GUISELA

RIVERA, RIVERA DAVINEN

RIVERA, CARLOS

RIOS RIVERA ANDREW

RIVERA, CARLOS

RIOS ROMERO ALFREDO

RIVERA, JUAN SALVADOR

RIVERA, STACEY GUADALUPE

CASTILLO, MOZO

ISABEL

RIVERA, ALFREDO

RIVERA, SALVADOR

RIVERA, ERIKA

RIVERA, LESLEY

RIVERA DEGAN JE JR ALFREDO

RIVERA JOCELYN JENNIFER

Apt. #2